

Anytime Towing Car Park Management

Towing Agreement Terms and Conditions August 2024

Anytime Towing Car Park Management

33 TITAN DRIVE, CARRUM DOWNS 3201
Tel: 9775 0332 0409 982 860 Email: wayde@anytimecarpark.com.au

TABLE OF CONTENTS

AGREED TERMS.....	3
1. Defined terms & interpretation	3
1.1 Definitions.....	3-5
1.2 Interpretation.....	5
2. Contractor’s obligations	5
2.1 Appointment.....	5
2.2 Service Schedule.....	5
2.3 Compliance.....	6
3. Customer’s Obligations	6
3.1 Authority and Notice	6
3.2 Access	6
3.3 Exclusivity.....	6
4. Term	6
4.1 Initial Term	6
4.2 Extension of Term	7
5. Payment.....	7
5.1 Annual Fees.....	7
5.2 No fees for the Services	7
5.3 Recovery of costs from Owner or Driver.....	7
6. Contractor’s warranties and representations	7
7. Customer’s warranties and representations.....	7
8. Customer Representative’s delegated authority	8
9. Liability and indemnities.....	8
9.1 Customer indemnities.....	8
9.2 Consequential Loss	8
9.3 Other terms and representations excluded.....	8
9.4 Minor Damage/Marks/Abrasions	8
10. Termination by a party.....	8
10.1 Termination	8
10.2 Notification of events	9
10.3 Accrued rights and remedies	9
11. General.....	9
11.1 Assignment.....	9
11.2 Relationship of the parties	9
11.3 Governing Law.....	9
11.4 Costs.....	9
11.5 Entire Agreement	9
11.6 Severability	9
11.7 Counterparts.....	9
11.8 Execution	9
11.9 Continuity.....	9
Signing Page.....	10
Schedule 1 - Service Schedule.....	11
1. Introduction	11
2. Services	11
Tow Away Booking Procedure & Conditions.....	12
Schedule 2.1 – Property Notice (sample).....	13
Schedule 2.2 – Towing Notice (sample)	13
Schedule 3.1 – Towing Warning (sample).....	14
Schedule 4 – Motor Vehicle Collection Release & Indemnity.....	15

AGREED TERMS

1. Defined terms & interpretation

1.1. Definitions

In these terms unless the contrary intention appears:

Agreement means this agreement entered into and incorporates these terms and conditions.

Annual Fee means a fee charged by the Contractor to the Customer for the Customer to be able to request the Services from the Contractor.

Body Corporate has the meaning given to it by the relevant Body Corporate Act applicable to the State or Territory where the Customer's Premises are located, and includes references to "owner's corporation", "strata corporation" and "strata company".

Body Corporate Act means whichever of the Body Corporate and Community Management Act 1997 (Qld), the Strata Schemes Management Act 1996 (NSW), the Owners Corporations Act 2006 (Vic), the Strata Titles Act 1988 (SA), Titles Act 1985 (WA), the Strata Titles Act 1998 (Tas), the Unit Titles (Management) Act 2011 (ACT) or the Unit Titles Act (NT), as amended and in force from time to time that the Territory in which the Customer's Premises are located.

Business Day means a day that is not a Saturday, Sunday, or public holiday in the State or Territory in which this Agreement is sought to be enforced.

Claim includes actions, suits, causes of action, proceedings, debts, dues, costs, claims, liabilities, demands, damages, losses, costs, and expenses of any description, decisions, judgments, and orders either at law or in equity or arising under any statute.

Commencement Date means the date that this Agreement is signed by the last party.

Consequential Loss means any loss of profits, loss of revenue, loss of any contract value, loss of anticipated profit or damages for lost opportunity, or cost of finance.

Contractor means Anytime Towing Car Park Management Pty Ltd ACN 657 848 214.

Contractor Personnel means any of the Contractor's employees or subcontractors.

Contractor's Representative means a person nominated as such by the Contractor.

Customer means the Landlord, Owners Corporation, Body Corporate.

Customer's Authorised Representative means a person/s nominated as such by the Customer.

Customer's Obligations means the matters set out at clause 3 of these terms.

Customer's Premises includes any part that does not form a Private Parking Lot and includes a regulated parking area within the meaning of the Owners Corporations Act. Common Property as per relevant Plan of Subdivision.

Driver in relation to a motor vehicle, means the person who was driving or was in charge of the motor vehicle at the time the motor vehicle was parked on the Customer's Premises without the Customer's consent and/or was parked not in accordance with the Customer's rules.

Law includes all present and future:

- (a) statutes of the Commonwealth of Australia, statutes of the States and Territories of Australia, statutes of any other State, territory or foreign country having authority over the subject matter of this Agreement and the Services; and
- (b) regulations, rules, by-laws, statutory interests, and orders made under any of those statutes.

Loss includes any loss, damage, liability or obligation, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost and expense on a full indemnity basis) however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Motor Vehicle means all motor vehicles as that term is defined by the relevant Transport Act applicable to the State or Territory where the Customer's Premises are located and, to avoid doubt, includes motorbikes, caravans, trailers, ebikes, scooters etc.

Motor Vehicle Collection Release & Indemnity means the release signed by the Motor Vehicle Owner or Driver upon collection of the Motor Vehicle from the Contractor, which may include the wording provided for at Schedule 4

Motor Vehicle Towing Services means the services set out in the Service Schedule.

Occupier of a Private Parking Lot means -

- (a) the Owner of a Private Parking Lot or resident lessee of a Private Parking Lot, or someone else authorised to occupy a Private Parking Lot: or
- (b) a person who occupies a Private Parking Lot for business purposes.

Owner when used in relation to a Motor Vehicle, has the meaning given to it by the relevant Transport Act applicable to the State or Territory where the Customer's Premises are located.

Owner of a Private Parking Lot means the person who is authorised or entitled to be, the registered owner of a Private Parking Lot, and includes a mortgagee in possession of the Private Parking Lot, and agents or representatives of the Owner of a Private Parking Lot.

Owners Corporation means Owners Corporation.

Owners Corporation Representative means a person nominated as such by the Owners Corporation.

Parties means the Customer and Contractor.

Private Parking Lot means a parking lot not owned, occupied and/or under the control of the Customer and does not form part of a regulated parking area under the Owners Corporations Act.

Service Schedule means the manner of delivery of the Services as described in Schedule 1.

Services means the Motor Vehicle Towing Services carried out by the Contractor as set out in the Service Schedule, and any ancillary services that can be reasonably inferred as necessary to satisfy the Contractor's obligations under this Agreement but excludes any services expressly excluded under this Agreement.

Third Party means a person who is not the Customer or Contractor.

Tow has the meaning given to it by the relevant Towing Laws applicable to the State or Territory where the Customer's Premises are located.

Tow Truck has the meaning given to it by the relevant Towing Laws applicable to the State or Territory where the Customer's Premises are located.

Tow Warning Sign means a warning notice which may be placed at the discretion of a Customer on a Motor Vehicle prior to making a Towing Request, and if issued must at a minimum include the wording provided at Schedule 3.1.

Towing Laws means whichever of the Tow Truck Act 1973 (aid), the Tow Truck Regulation 2009 (aid), the Transport Operations (Road Use Management) Act 1995 (aid), the Road Transport Act 2013 (NSW), the Tow Truck Industry Act 1998 (NSW), the Road Safety Act 1986 (Vic), the Accident Towing Services Act 2007 (Vic), the Accident Towing Services Regulation 2008 (Vic), the Road Traffic Act 1961 (SA), the Motor Vehicles Act 1959 (SA), the Road Traffic (Administration) Act 2008, the Road Traffic (Tow Truck) Regulations 1975 (WA), the Traffic (Road Rules) Regulations 1999 (Tas), the Traffic (Road Rules) Regulations 1999 (Tas), the Road Transport (General) Act 1999 (ACT), the Road Transport (Vehicle Registration) Regulations 2000 (ACT), the Motor Vehicles Act (NT) or the Road Traffic Tow Consumer Affairs and Fair Trading (Tow Truck Operators Code of Practice Regulations) (NT), as amended and in force from time to time that applies in the State or Territory in which the Customer's Premises are located.

Towing Notice means the notice on display at the Customer's Premises, and at a minimum must include the wording provided at Schedule 2.2.

Towing Request means a request that an Owner of a Private Parking Lot and or Occupier of a Private Parking Lot (collectively referred to as "Owner and or Occupier of a Private Parking Lot") or the Customer's Authorised Representative (in the case of motor vehicles infringing on common property places with the Contractor for the Motor Vehicle Towing Services and which includes, at a minimum the Motor Vehicle's details, including registration number, the time the infringement or obstruction occurred, if it is a special circumstance or emergency towing and if a Towing Warning has been issued, and if so, at what time. Note: The Towing Request is to be made in accordance with the Towing Request Procedure as provided at page 12 of this Agreement.

Transport Act means whichever of the Transport Operations (Road Use Management) Act 1995 (aid), Road Transport Act 2013 (NSW), Road Safety Act 1986 (Vic), Road Traffic Act 1961 (SA), of the Road Traffic (Administration) Act 2008 (WA), Traffic (Road Rules) Regulations 1999 (Tas), Motor Vehicles Act (NT), or the Road Transport (General) Act 1999 (ACT), as amended and in force from time to time that applies in the State or Territory in which the Customer's Premises are located.

Unlawful Interference, Use or Possession means an act that would contravene whichever of section 135 of the Transport Operations (Road Use Management) Act 1995 (Qld), section 25 of the Summary Offences Act 2005 (Qld), section 408A of the Criminal Code Act 1899 (Qld), section 651C of the Local Government Act 1993 (NSW), section 147 of the Road Transport Act 2013 (NSW), section 38 of the Summary Offences Act 1996 (Vic), section 273(14) of the Crimes Act (Vic), sections 70 and 90C of the Road Safety Act 1986 (Vic), sections 86A and 134A of the Criminal Law Consolidation Act 1935 (SA), section 371 A of the Criminal Code Act Compilation Act 1913 (WA), section 378 of the Police Offences Act 1935 (Tas), section 318 of the Criminal Code 2002 (ACT), section 82 of the Road Transport (General) Act 1999 or sections 210, 218 of the Criminal Code Act 1983 (NT), as amended and in force from time to time that applies in the State or Territory in which the Customer's Premises are located.

1.2. Interpretation

In these terms and conditions, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) where there are two or more persons bound or to be bound an Agreement or obligation binds those persons severally and any two or more of them jointly;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns;
- (f) a reference to a document or Agreement, including this Agreement, includes a reference to that document or Agreement as novated, altered or replaced from time to time;
- (g) a reference to anything includes the whole or part of that thing and a reference to a group of things or persons includes each thing or person in that group;
- (h) a reference to dollars or \$ is a reference to Australian dollars;
- (i) this Agreement may be executed in any number of counterparts; and
- (j) words and expressions importing natural persons include partnerships, bodies corporate, associations and public authorities.

2. Contractor's obligations

2.1. Appointment

The Customer acknowledges that the Owner of a Private Parking Lot or lessee of a Private Parking Lot may wish to appoint the Contractor to provide:

- (a) the Services; and
- (b) such other functions or services as the parties may from time to time agree in advance in writing, on the terms set out in this Agreement and the Contractor accepts the appointment.

2.2. Service Schedule

- (a) The Customer agrees that the Contractor may provide the Services (where relevant) to the Owner and or Occupier of a Private Parking Lot upon request in accordance with Schedule 1, Services.
- (b) The Contractor acknowledges that by signing this Agreement the Customer is permitting access to the Common Property vested in it and is not in any way encouraging, facilitating and authorising any act by the Contractor in performing its functions and services upon request by an Owner of a Private Parking Lot or lessee of a Private Parking Lot
- (c) The Contractor must obtain prior consent from the Owner of a Private Parking Lot or lessee of a Private Parking Lot to provide the Services at a Private Parking Lot.
- (d) The Contractor must ensure that an Owner and or Occupier of a Private Parking Lot or lessee of a Private Parking Lot who wishes to engage the Services complies with policies and procedures prior to making a Towing Request.
- (e) The Contractor must obtain prior consent from the Customer's Authorised Representative to provide the Services to common property.
- (f) The Contractor must ensure that the Customer's Authorised Representative who wishes to engage the Services, complies with policies and procedures prior to making a Towing Request.

2.3. Compliance

- (a) The Contractor must use reasonable endeavours, and must ensure that the Contractor's Personnel use reasonable endeavours, to comply with all applicable Laws and the Customer's policies, including conduct, personnel, privacy and security policies as current from time to time and notified in writing to the Contractor's Representative or Contractor's Personnel (collectively, 'Policies'), save to the extent that the Policies are inconsistent with the express terms of this agreement.
- (b) The Contractor must use reasonable endeavours, and must ensure that the Contractor's Representative or Contractor's Personnel use reasonable endeavours, when entering upon the Customer's Premises, dealing with the Customer's Authorised Representative or members of the public, Owners of a Private Lot, Occupiers of a Private Lot, or using the Customer's Premises facilities, equipment or resources, to comply with all applicable rules, policies, standards, codes of conduct, rules, directions and procedures of the Customer, including those relating to security and workplace health and safety.

3. Customer's Obligations

3.1. Authority and notice

The Customer will:

- (a) Provide clear and free access to the Customer's Premises as required from time to time, which may be necessary for the Contractor to supply the Services to the Customer and or Owners of a Private Lot, Occupiers of a Private Lot.
- (b) Permit the Contractor to display and maintain a Towing Notice on the Customer's Premises at the entrance to the car park and on common property walls within the car park so that a Third Party's consent to this agreement / offer stated in the Towing Notice may be sought and relied upon; and
- (c) If the Towing Notice is one supplied by the Contractor, ensure that the Contractor is informed prior to removal or alteration the Towing Notice or if it becomes damaged.

The Customer may place a Towing Warning Sign on a Motor Vehicle prior to making a Towing Request if it chooses.

3.2. Access

- (a) The Customer must ensure that the Contractor has clear and free access to the Customer's Premises as required to enable the Contractor to undertake the Services. The Contractor shall not be liable for any loss or damage to the Customer's Premises or a Private Parking Lot (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless any loss or damage to the Customer has been caused by the Contractor.
- (b) The Customer agrees that by signing this Agreement, the Customer permits the Contractor to access the Customer's Premises to provide the Services.

3.3. Exclusivity

- (a) The Customer acknowledges and agrees that, by entering into this Agreement, it is conferring exclusive rights to the Contractor to provide the Services.
- (b) The Customer will not engage any other person, business, or entity in a similar business to that of the Contractor without express written authority of the Contractor.
- (c) The Customer must not directly contact any Contractor's Personnel with a Towing Request. The Contractor acknowledges that the Customer does not guarantee the volume of Towing Requests that will be issued.

4. Term

4.1. Initial Term

This Agreement commences on the Commencement Date and continues:

- (a) for a period of 12 months from the Commencement Date unless this Agreement is extended in accordance with clause 4.2; or
- (b) it is terminated earlier in accordance with clause 10.

4.2. Extension of Term

- (a) Without limiting clause 4.2 (b) but subject to clause 4.2 (b), at the end of the term set out in clause 4.1, this Agreement will automatically renew for a further period of 12 months, while the Contractor is still providing Services to the Customer with the Customer's approval, until either party gives the other notice in writing that it does not wish to continue this Agreement. This automatic renewal continues regardless of change of owners corporation committee or strata Management Company. Unless this Agreement is terminated in accordance with clause 10.
- (b) The Parties agree that the Customer may, at its option, renew this Agreement on the same terms by giving the Contractor at least 10 Business Days' notice in writing. This option may be exercised while this Agreement is in force.
- (c) Nothing in clause 4.2 (a) relieves the Contractor of any obligation under this Agreement to provide the Services within any time frames set out in this Agreement or otherwise agreed with the Customer.
- (d) The Contractor reserves the right to remove all branded signage at the termination of this Agreement. The Contractor cannot be held responsible for minor damage, such as marks, abrasions and discolouration caused by the removal of branded signage attached directly to walls, doors or fencing.

5. Payment

5.1. Annual Fees

- (a) The Customer agrees to pay an annual fee to the Contractor, unless this Agreement is terminated in accordance with clause 10:

5.2. No fees for Towing Services

- (a) The Parties acknowledge and agree that, in consideration of the payment of the Annual Fee to no other fees, charges, or costs are payable by the Customer for the Contractor's performance of the Services and its other obligations under this Agreement.
- (b) The Contractor must provide the Customer with a quotation for the initial branded signage and the Customer must either accept or reject the quotation within 21 business days.

5.3. Recovery of costs from Owner or Driver

The Contractor acknowledges and agrees that it must:

- (a) claim all of the costs and expenses it incurs in relation to the Services from the Motor Vehicle's Owner or Driver; and
- (b) have the Motor Vehicle Owner or Driver execute a Motor Vehicle Collection Release & Indemnity as provided in Schedule 4 at the time the Motor Vehicle is collected from the Contractor.

6. Contractor's warranties and representations

The Contractor warrants and represents to the Customer that:

- (a) the Services will be of the standard expected of an ordinary and capable person carrying out like Services, which will be carried out promptly with all due skill, care, and diligence;
- (b) the Contractor, the Contractor's Representative and Contractor's Personnel will not act in any manner which could damage and/or unreasonably disrupt the use and enjoyment of the Customer's Premises and/or the Customer's operations, reputation, interests, or goodwill;
- (c) the Contractor, the Contractor's Representative and Contractor's Personnel are suitably qualified and licensed to provide the Services in accordance with the terms of this Agreement; and
- (d) the Contractor will indemnify the Customer for any loss or damage suffered by the Customer as a result of any conduct of the Contractor, the Contractor's Representative or Contractor's Personnel when providing the Services in this Agreement.

7. Customer's warranties and representations

The Customer warrants and represents to the Contractor that:

- (a) it is duly authorised to enter into this Agreement with the Contractor to carry out the Services; and
- (b) the Customer will comply with all Laws, rules and regulations, that may apply to the provision of the Services and in particular (but without limitation) must comply with the Owners Corporations Act 2006 (Vic), if applicable.

8. Customer's Authorised Representative's delegated authority

The Customer warrants that:

- (a) the Customer's Authorised Representative is authorised to do all things on behalf of the Customer necessary or desirable to facilitate provision of the Services, and perform its functions and duties under this Agreement;
- (b) the Customer's Authorised Representative is authorised to give instructions, directions, consents and notices, including Towing Requests, to the Contractor as required by and pursuant to this Agreement on behalf of the Customer;
- (c) where the consent of the Customer is required under this Agreement in respect of any matter, the Contractor may obtain such consent from the Customer's Authorised Representative;
- (d) the Customer must notify the Contractor in writing of any change in the identity of the Customer's Authorised Representative.

9. Liability and indemnities

9.1. Customer's indemnities

The Contractor gives complete indemnity from legal responsibility to the Customer against any Claims, damages, expenses (including legal costs on an indemnity basis) Losses or liabilities which the Customer suffers or incurs (including through the conduct of the Contractor and/or Contractor's Representative and/or Contractor's Personnel) in relation to:

- (a) any proven or reasonable Claim against the contractor or the Customer or any of its related entities by the Owner or Driver of a Motor Vehicle.
- (b) any proven or reasonable Claim made by an Owner of a Private Parking Lot or the Occupier of a Private Parking Lot against the Contractor relating to a Towing Request or Services, Unlawful Interference, Use or Possession with, or general detainment of, the Motor Vehicle at law, the Towing Laws or otherwise;
- (c) any penalties, Claims, applications, writs, enforcement orders, or judgments imposed resulting from a Towing Request; and
- (d) without limitation to the other provisions of this clause, any liability arising from the absence of a Towing Notice or Towing Notices on the Customer's Premises.

9.2. Consequential Loss

Neither party is liable to the other party under this Agreement for any Consequential Loss.

9.3 Other terms and representations excluded

The Parties agree that

- (a) this agreement includes all the terms of their relationship;
- (b) all other terms are, to the extent permitted by law, excluded; and
- (c) each party has entered into this agreement based on its own enquires and has not relied upon any representation made or information provided by the other party

9.4 Minor Damage/Marks/Abrasions

The Customer acknowledges that, while all due care is taken, the Contractor will not be held responsible for minor damage, such as scuff marks, tyre marks etc. on concrete surfaces within the Customer's Premises that may, occur when the Contractor provides Motor Vehicle Towing Services

10. Termination by a party

10.1. Termination

The Contractor or Customer may terminate this Agreement:

- (a) without reason by giving 30 days written notice to the other party; or
- (b) where the other party breaches any provision of this Agreement and fails to remedy the breach within 14 days after receiving notice requiring it to do so or
- (c) without written notice where the other party breaches a material provision of this Agreement where that breach is not capable of remedy.

10.2 Notification of events

The Customer must notify the Contractor immediately if:

- (a) there is any change in the direct or indirect beneficial ownership or control of the Customers Premises;
- (b) there is any change in the direct or indirect beneficial ownership or control of the Customer;
- (c) it disposes of the whole or any part of its assets, operations, or business other than in the ordinary course of business;
- (d) it ceases to carry on business;
- (e) it ceases to be able to pay its debts as they become due;
- (f) any step is taken by a mortgagee to take possession or dispose of the whole or any part of its assets, operations or business;
- (g) any step is taken to enter any arrangement between the Customer and its creditors;
- (h) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of its assets or business;
or
- (i) where the Customer is a partnership, any step is taken to dissolve that partnership

10.3. Accrued rights and remedies

Termination of this Agreement under this clause 10 does not affect any accrued rights or remedies of either party.

11. General

11.1. Assignment

The Contractor may only assign, encumber, declare a trust over or otherwise deal with its rights under this Agreement with the written consent of the Customer.

11.2. Relationship of the Parties

The relationship of the Parties under this Agreement is one of principal and contractor and the Customer is not by virtue of this Agreement in partnership or joint venture with the Contractor and must not represent itself or allow itself to be represented as a partner, joint venture, officer or employee of the Contractor. The relationship of the Parties under this agreement is not a relationship of agency.

11.3. Governing law

The laws of the State of Victoria govern this Agreement.

11.4. Costs

Each party must pay its own costs of negotiating, preparing, and executing this agreement.

11.5. Entire Agreement

This Agreement embodies the entire Agreement between the Parties to this Agreement in respect of the subject matter of this Agreement.

11.6. Severability

Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in force.

11.7. Counterparts

This Agreement may be executed in any number of counterparts and all counterparts taken together will constitute one instrument

11.8. Execution

This Agreement shall be binding when all Parties to it have executed the Agreement.

11.9. Continuity Terms and Conditions

The Terms and Conditions are subject to change from time to time. This Agreement remains in force regardless of changes, but is subject to new terms and conditions.

Signing Page

Executed by Customer's Authorised Representative

position _____

on behalf of (Customer) _____
in accordance with Section 127 of the Corporations Act 2001.

Name of representative

Name of Witness

Signature of representative

Signature of Witness

**Executed by Anytime Towing Car Park Management Pty Ltd in accordance
with Section 127 of the Corporations Act 2001.**

Geoffrey W. Collins

Name of Director

Signature of Director

Schedule 1 - Service Schedule

1. Introduction

- 1.1. This Service Schedule sets out the intended scope of the Services to be provided by the Contractor and to provide a description of what each element of the Services entails.

2. Services

- 2.1. By the Customer allowing access to the Customer's Premises, the Contractor may provide Motor Vehicle Towing Services for Motor Vehicles at the request of:

- (a) the Customer's Authorised Representative, where the Motor Vehicle is located on the Customer's Premises (including internal roads, driveways, visitors' parking and disabled parking) common property; or
- (b) an Owner of a Private Parking Lot or an Occupier of a Private Parking where the Motor Vehicle is located on their Private Parking Lot.

24 hours per day, 7 days per week, 365 days per year.

- 2.2. Subject to clause 2.3 below, when providing the Motor Vehicle Towing Services, the Contractor must at all times comply with the Towing Laws.

- 2.3. When providing the Motor Vehicle Towing Services, the Contractor must use reasonable endeavours to ensure that Motor Vehicles (and any personal property contained on or in the Motor Vehicle) are not destroyed, damaged, or lost.

- 2.4. When providing the Motor Vehicle Towing Services, the Customer and the Contractor must comply with the following process:

- (a) The Customer will only submit a Towing Request with the Contractor once any relevant rules, policies and procedures have been followed by the Customer with respect to the breach of any of the Customer's rules relating to Motor Vehicles parking on the Customer's Premises
- (b) The Towing Requests must be submitted by completing a Tow Away Vehicle Authority Form, which can be accessed via the Contractor's website.
- (c) Subject to clause 2.4 (d) , once a Towing Request has been made by the Customer in accordance with clause 2.4 (a) and (b) of Schedule 1 of this Agreement, the Contractor must then:
 - (i) contact the Customer's Authorised Representative to confirm its acceptance of the Towing Request via email: and -
 - (ii) dispatch a Tow Truck to the Customer's Premises and tow the Motor Vehicle to the Contractor's holding yard when, and only when, the Contractor has accepted the Towing Request.

- (d) The Customer may, in its sole discretion, cancel the Towing Request if the vehicle has left the Customer's Premises, or is found not to be in breach of the Customer's rules.

- 2.5. When providing the Motor Vehicle Towing Services, the Owner of a Private Parking Lot or an Occupier of a Private Parking and the Contractor must comply with the following process:

- (a) the Owner of a Private Parking Lot or an Occupier of a Private Parking Lot will only submit a Towing Request with the Contractor via a Towaway Vehicle Authority Form (www.anytimetowing.com.au). Providing all relevant details as requested.

- (b) the Contractor must then:

- (i) contact the Owner of a Private Parking Lot or an Occupier of a Private Parking Lot to confirm its acceptance of the Towing Request via email.
The Private lot Owner or Occupier may cancel the Towing Request if the vehicle has left the premises.
- (ii) dispatch a Tow Truck to the Customer's Premises and tow the Motor Vehicle to the Contractor's holding yard when, and only when, the Contractor has accepted the Towing Request.

- 2.7. The Customer will use reasonable endeavours to ensure that the Contractor has unhindered access through Customer's Premises (i.e. common property) to fulfill a Towing Request.

Booking a Tow Away: Procedure & Conditions

In accordance with per clause 5.2 (b) of this Agreement, the branded signage specified by the Contractor must be erected at the Customer's Premises prior to the Customer making a Towing Request.

Tow Away Request Procedure - Common Property

A Towing Request, for a Motor Vehicle to be Towed from the Customer's Premises, requires the following required information to be submitted by the **Customer's Authorised Representative** via the Anytime Towing website by completing a **Tow Away Vehicle Authority Form**.

- Building name
- Building address
- Location on the Customer's Premises where the motor vehicle is parked, including the level number and car space identifier, being 'visitor' or 'disabled'
- The Motor Vehicle's registration number
- A photo of the drivers' license of the Customer's Authorised Representative making the Towing Request
- A photo of the Motor Vehicle in situ
- Name, email address, contact number and signature of the Customer's Authorised Representative making the Towing Request.

The Customer's Authorised Representative, will grant access to the Customer's Premises by the Contractor and/or Contractor's Representative and/or Contractor's Personnel for the removal of a Motor Vehicle that is the subject of the Towing Request.

The request for removal of a vehicle from a private parking space within the building must be as follows:

The following required information must be submitted by the Private Parking Space owner or Occupier or their authorised representative, (including real estate agent, owners corporation nominee, building manager) or leaseholder via the Anytime Towing website, **Tow Away Vehicle Authority Form**.

- Building name
- Building address
- Location in the building where the motor vehicle is parked, including the level number and car space identifier.
- The Motor Vehicle's registration number
- A photo of the drivers' license of the Owner of Private Parking Lot or Occupier of Private Parking Lot making the Towing Request
- Proof of ownership/leasehold of the private parking lot.
- A photo of the Motor Vehicle in situ
- Name, email address, contact number and signature of the Owners of the Private Parking Lot or Occupier of Private Parking Lot making the Towing Request.

Towing Request Conditions

- * No vehicle will be towed without the procedure described above being followed.
- * The Contractor respects, the privacy of the Customer, Owners of Private Parking Lots and Occupiers of Private Parking Lots and will only disclose personal information in accordance with the Privacy Act 1988 (Cth.).
- * An Owner of a Private Parking Lot or Occupier of a Private Parking Lot may only make a Towing Request by completing a Tow Away Vehicle Authority Form via the Anytime Towing website (www.anytimetowing.com.au).

NOTICE TO ALL TENANTS

CAR PARKING

Due to the continuing illegal parking of vehicles, in unallocated parking spaces we have engaged the services of Anytime Towing Car Park Management to have any vehicle parked illegally, removed.

Any vehicle parked illegally can be towed without notice and fees and charges will apply.

To avoid any inconvenience please make sure that your vehicle/s are parked in your allocated spaces. If you have a vehicle that is on common property blocking your space (contact your OC representative) or if a vehicle is parked illegally in your space, please submit a towaway request, via, www.anytimetowing.com.au contact Anytime Towing Car Park Management on 0409 982 860, if you require help submitting the form.

If your vehicle has been removed, please phone Anytime Towing Car Park Management on 0409 982 860 to discuss the fee's involved to have your vehicle collected.

Kind Regards Building Management/Owners Corporation

VISITOR PARKING ONLY

(or)

BUSINESS PARKING ONLY

Parking without approval is unlawful. Any obstructing vehicle, vehicles parked without approval, or parked in excess of the approved time limits will be towed.

**By parking here, you agree to these terms.
Towing Fees will apply.**

Kind Regards Building Management/Owners Corporation



WARNING

**This vehicle is unlawfully parked
and obstructing the use of this property.**

It will be towed without further notice at your expense.

Date:

Building Management:



FINAL WARNING

**This vehicle is unlawfully parked
and obstructing the use of this property.**

It will be towed without further notice at your expense.

Date:

Building Management:

Schedule 4 - Motor Vehicle Collection Release & Indemnity



33 TITAN DRIVE, CARRUM DOWNS 3201
 Tel: 9775 0332 0409 982 860 Email: sales@anytimetowing.com.au

Motor Vehicle Collection Release & Indemnity

I acknowledge receipt of the motor vehicle detailed below release and indemnify Anytime Towing Service Pty Ltd (including any employees or sub-contractors) from any and all action that may be taken with respect to the towing of the motor vehicle and its release to me.

I declare that I am entitled to take lawful possession of the motor vehicle and in the event, this is found to be to the contrary, I undertake to release and indemnify Anytime Towing Service Pty Ltd from all claims that may be made by any person, including by the owner of the motor vehicle.

I have inspected the vehicle thoroughly for damage and by signing this document I agree that Anytime Towing Service Pty Ltd **CAN NOT** and **WILL NOT** be responsible for any repairs or future claims for repairs to the below listed vehicle of any nature.

Name: _____

Address: _____

Email: _____

Mobile: _____

Signed: _____ Date: _____

VEHICLE DETAILS

Make _____ Model: _____

Colour: _____ Body Shape _____ Year: _____

Registration Number: _____

Towing & Storage Fees \$ _____

Paid Credit Card EFT Cash PayID # _____

ID Type: _____ Copy:

OFFICE USE ONLY

Release to Office EFT # _____

Anytime Towing Representative: Name: _____ Signed: _____

Date: _____ ATT: _____ Invoice No: _____

Released CD DYNON WM Truck Depot SPOT _____ Truck _____

NOTES: _____

ATT REL V11 06/23